

AMENDED IN ASSEMBLY APRIL 11, 2011

CALIFORNIA LEGISLATURE—2011–12 REGULAR SESSION

ASSEMBLY BILL

No. 64

Introduced by Assembly Member Jeffries
(Principal coauthor: Assembly Member Nestande)
(Coauthors: Assembly Members Cook and Miller)
(Coauthor: Senator Dutton)

December 9, 2010

An act to add Section ~~5080.42~~ *5080.30.1* to the Public Resources Code, relating to state parks.

LEGISLATIVE COUNSEL'S DIGEST

AB 64, as amended, Jeffries. State parks: ~~California Citrus State Historic Park closure: operating agreement.~~ *agreements.*

Existing law authorizes the Department of Parks and Recreation to enter into an agreement with an agency of the United States, a city, county, district, or other public agency, or any combination thereof, for the care, maintenance, administration, and control of lands of the state park system.

~~This bill would require the department to enter into an operating agreement with the City of Riverside for the development, improvement, restoration, care, maintenance, administration, and control of California Citrus State Historic Park. The bill would require that the agreement contain certain provisions. The bill also would require that, notwithstanding the existence of the operating agreement, the park remain eligible for any grants or funding for which the park was eligible prior to the agreement.~~

This bill would make a statement of legislative findings and declarations, including the intent of the Legislature to encourage the

department to actively seek to negotiate operating agreements with local governments, who have the interest and capacity to assist the state in operating a state park, to minimize the number of state parks that could otherwise be subject to closure due to the budget challenges facing the state.

Vote: majority. Appropriation: no. Fiscal committee: ~~yes~~-no.
 State-mandated local program: no.

The people of the State of California do enact as follows:

1 SECTION 1. Section 5080.30.1 is added to the Public
 2 Resources Code, to read:
 3 5080.30.1. The Legislature finds and declares all of the
 4 following:
 5 (a) With possible future state budget reductions, the Department
 6 of Parks and Recreation may be closing parks across the state.
 7 Intergovernmental partnerships, including operating agreements
 8 with local governments, is one tool that can assist the state in
 9 keeping parks open and accessible to the public.
 10 (b) In light of the budget challenges facing the state that could
 11 lead to state park closures, it is the intent of the Legislature to
 12 encourage the Department of Parks and Recreation to actively
 13 seek to negotiate operating agreements with local governments,
 14 wherever they may be located in the state, who have the interest
 15 and capacity to assist the state in operating a state park, to
 16 minimize the number of state parks that could otherwise be subject
 17 to closure.
 18 ~~SECTION 1. The Legislature finds and declares all of the~~
 19 ~~following:~~
 20 ~~(a) California Citrus State Historic Park located in the City of~~
 21 ~~Riverside opened to the public in 1993 and its visitor center opened~~
 22 ~~to the public in 2003.~~
 23 ~~(b) The City of Riverside worked in conjunction with the~~
 24 ~~Department of Parks and Recreation, with the city as lead, in~~
 25 ~~administering the design and construction of Phase I and Phase II~~
 26 ~~of the visitor center.~~
 27 ~~(c) With possible future state budget reductions, the Department~~
 28 ~~of Parks and Recreation may be shuttering parks across the state~~
 29 ~~and California Citrus State Historic Park is anticipated to be on~~
 30 ~~the closure list.~~

1 ~~(d) The City of Riverside is prepared to prevent even a~~
2 ~~short-term closure of California Citrus State Historic Park by~~
3 ~~assuming full responsibility for the maintenance and operation of~~
4 ~~this significant regional asset.~~

5 ~~(e) The City of Riverside is willing to memorialize its long-term~~
6 ~~commitment to operating and investing in the long-term~~
7 ~~enhancement of California Citrus State Historic Park by entering~~
8 ~~into a 25-year operating agreement to assume all responsibilities~~
9 ~~for the park.~~

10 ~~(f) The City of Riverside will ensure consistency with the state's~~
11 ~~mission statement for the ongoing operation of California Citrus~~
12 ~~State Historic Park. The city is uniquely suited to enhance the~~
13 ~~visitor experience at California Citrus State Historic Park by~~
14 ~~expanding highly successful programming to that location to~~
15 ~~include summer concerts, special events, walking groups, and~~
16 ~~expansion of education programs in conjunction with the city's~~
17 ~~museum department.~~

18 ~~(g) The City of Riverside is confident that California Citrus~~
19 ~~State Historic Park will become an even more significant regional~~
20 ~~attraction under the city's stewardship. The city's commitment to~~
21 ~~assist the State of California in achieving the full potential for~~
22 ~~California Citrus State Historic Park will complement the state's~~
23 ~~overall success in providing park experiences of nationwide~~
24 ~~renown.~~

25 ~~SEC. 2. Section 5080.42 is added to the Public Resources Code,~~
26 ~~to read:~~

27 ~~5080.42. (a) Notwithstanding any provision of this article, the~~
28 ~~department shall enter into an operating agreement with the City~~
29 ~~of Riverside for the development, improvement, restoration, care,~~
30 ~~maintenance, administration, and control of California Citrus State~~
31 ~~Historic Park. The agreement shall include, but is not limited to,~~
32 ~~all of the following:~~

33 ~~(1) Execution of an operating agreement granting control of the~~
34 ~~park to the city for one dollar (\$1) per year for a term of 25 years~~
35 ~~with an automatic renewal of the operating agreement after each~~
36 ~~25-year period, unless the department or the city decides not to~~
37 ~~renew the operating agreement at least six months before the~~
38 ~~expiration of the existing operating agreement. The terms of~~
39 ~~renewal shall take into consideration the state's ability to assume~~

- 1 operations and maintenance at the levels achieved under the city's
- 2 stewardship at the time of the operating agreement termination.
- 3 ~~(2) Imposition of full and complete responsibility on the city~~
- 4 ~~for all costs of maintenance of the park, including existing and~~
- 5 ~~future facilities, fixtures, grounds, and amenities, throughout the~~
- 6 ~~term of the operating agreement and periods of extension.~~
- 7 ~~(3) A requirement that the city, the department, and the~~
- 8 ~~California Citrus State Historic Park Nonprofit Management~~
- 9 ~~Corporation collaborate on programming at the park, for example,~~
- 10 ~~recreational activities, educational programs, facility rentals, and~~
- 11 ~~special events.~~
- 12 ~~(4) A requirement that the city obtain the department's approval~~
- 13 ~~before making a capital improvement to, or changing the physical~~
- 14 ~~space of, the park, that is not consistent with the California Citrus~~
- 15 ~~State Historic Park general plan.~~
- 16 ~~(5) A requirement for appropriate reciprocal indemnifications.~~
- 17 ~~(6) A requirement that the park continue to be designated and~~
- 18 ~~promoted as a unit within the state park system.~~
- 19 ~~(7) A requirement that the city not impose a charge for general~~
- 20 ~~admission to the park.~~
- 21 ~~(b) Notwithstanding the existence of the operating agreement,~~
- 22 ~~the park shall be eligible for any grants or funding for which the~~
- 23 ~~park was eligible prior to the agreement.~~
- 24 ~~(c) The department and the city shall consider the impact on~~
- 25 ~~park vendors of a proposed closure of the park or a proposed~~
- 26 ~~alteration of the operating agreement.~~
- 27 ~~(d) The operating agreement does not affect the classification~~
- 28 ~~of the park as a unit of the state park system. The signs for the park~~
- 29 ~~shall continue to reflect the state park nature of the park.~~